ELECTRONICALLY FILED - 2024 Aug 20 2:40 PM - GREENVILLE - COMMON PLEAS - CASE#2024CP2302729

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE Freedom Mortgage Corporation, Plaintiff, vs. April Davis; James Andrew Davis, Defendant(s).	IN THE COURT OF COMMON PLEAS C/A No.: 2024-CP-23-02729 **ORDER OF FORECLOSURE AND SALE** (Deficiency Judgment Waived)

BCP No.: 24-43497

Pursuant to Rule 53 of the South Carolina Rules of Civil Procedure (hereinafter "SCRCP"), the above-entitled matter was referred to the undersigned to make appropriate findings of fact and conclusions of law, with authority to enter a final Judgment in the cause. Any appeal from the decision shall be directly to the South Carolina Court of Appeals. Pursuant to the said reference, a hearing was held via Zoom on August 19, 2024, a record was made, which is reported herewith, and from the testimony and evidence, I find and conclude as follows:

FINDINGS OF FACT

1. The Lis Pendens was filed on or about May 3, 2024.
2. The Summons and Complaint were filed on or about May 3, 2024.
3. Service was made upon the Defendants named in this Report as is shown by the proofs of service filed herein.
4. According to an Affidavit filed herein, no Defendant in default is in the military service of the United States of America, as contemplated under the Servicemembers' Civil Relief Act fka Soldiers' and Sailors' Civil Relief Act of 1940, and any amendments thereto.
5. Heretofore, April Davis (hereinafter, "Borrower(s)") made, executed, and delivered to Cardinal Financial Company, LP (hereinafter, "Payee") a certain Promissory Note dated April 21, 2023, in writing (hereinafter, "Note"), wherein and whereby Borrower(s) promised to pay to Cardinal Financial Company, LP, the principal sum of $170,356.00 together with interest at the initial rate

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of 6.25% per annum on the unpaid balance; said principal and interest being payable in monthly installments thereafter until the said Note is fully paid.

6. In order to secure the payment of said Note, April Davis and James Andrew Davis (hereinafter, "Mortgagor(s)"), did make, execute, and deliver to Mortgage Electronic Registration Systems, Inc. as nominee for Cardinal Financial Company, LP, its successors and assigns, a certain mortgage dated April 21, 2023 (hereinafter, "Subject Mortgage") securing the below described real property, including any and all improvements to the property, located in the County and State aforesaid (hereinafter, "Subject Property"):

   All that certain piece, parcel or lot of land, together with improvements thereon, situate, lying and being in the County of Greenville, State of South Carolina, being shown and designated as Lot 4 on a plat of Windward Hills Subdivision prepared by K T Gould, Inc. dated May 18, 1995, revised October 5, 1995, and recorded in the office of the Register of Deeds for Greenville County in Plat/Record Book 30-R at page 68. Reference to said plat is made for a more complete and accurate description.

   This being the same property conveyed to April Davis and James Andrew Davis by deed of Robert Grant Richardson II and Courtney Danielle Richardson dated April 21, 2023 and recorded April 25, 2023 in the Office of the Register of Deeds for Greenville County in Book 2686 at Page 2715.

Parcel No.	0633.04-01-004.00
Property Address:	332 Groce Meadow Road Taylors, SC 29687

7. Said Mortgage was recorded on April 25, 2023 in Book MO 5731 at Page 5906, in the Greenville County Office of the Register of Deeds.

8. Thereafter, the Subject Mortgage was assigned to Freedom Mortgage Corporation by assignment recorded August 12, 2024 in Book MO 5786 at Page 4256.

9. The Subject Mortgage evidences and secures the repayment of money advanced by the Payee to, or on behalf of, the Mortgagor(s) and constitutes a valid First lien on the Subject Property.

10. This loan is not subject to the Home Affordable Modification Program (hereinafter, "the HAMP") because, according to testimony, this loan is not owned or guaranteed by Fannie Mae, nor is it

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owned or guaranteed by FHLMC, nor has the Servicer signed an agreement to participate in the HAMP.

11. Payment due on the Note has not been made as provided for therein, and the Plaintiff, as the holder thereof, has elected to accelerate payment of the entire indebtedness and has placed the Note and Mortgage in the hands of its attorney of record herein for collection.

12. Having considered the nature, extent and difficulty of the services rendered (the field of mortgage foreclosures being a specialized area of practice); the time involved in reviewing the various loan documents, performing the title search, preparing the pleadings and preparing for and attending hearings; the professional standing of the Plaintiff's attorney; the fee customarily charged in this jurisdiction for similar services; and the beneficial results obtained for the Plaintiff, I find that the sum of $3,550.00 is a reasonable attorney's fee for the Plaintiff's attorney for services performed and anticipated to be performed until final adjudication of the within action, under the terms of the note and mortgage. Services anticipated to be performed until final adjudication contemplates completion of this matter within a reasonable time and does not include exceptional, unanticipated circumstances delaying conclusion beyond the normal time.

13. The amount due and owing on the Note and Mortgage, with interest at the rate provided in the Note, and other costs and expenses of collection, including attorney's fees, secured by the Note and Mortgage, is as follows:

Principal Balance:	$169,539.34
Accrued Interest good through 08/19/24: (At rate of 6.25% per annum)	$9,352.75
MIP/PMI:	$150.80
Late Charges:	$251.76
Recording Fee:	$10.00
Property Inspections:	$30.00
Beginning Escrow Balance:	($710.48)
Hazard Insurance:	$5,260.00
Taxes:	$1,049.88
Mortgage Insurance:	$990.43
Escrow Credits:	($1,390.98)
Attorneys' Fees and Costs:	$4,565.56
TOTAL:	$189,099.06

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14. Thus, the total Debt secured by Note and Mortgage, including interest to date is $189,099.06. Interest for the period from the date shown above through the date of this judgment, at above stated rate, to be added to the above stated "Total Debt" to comprise the amount of the Judgment debt entered herein, and interest after the date of Judgment at the rate of 6.25% per annum, the Note's current rate, pursuant to the terms of the Note and Mortgage on the judgment debt should be added to such judgment debt to comprise the amount of the Plaintiff's debt secured by the Mortgage through the date to which such interest is computed.
15. The Plaintiff waives its rights to a deficiency judgment.
16. At the time of the filing of the Lis Pendens in this matter, the record owners of the property were April Davis and James Andrew Davis.

CONCLUSIONS OF LAW

1. The Plaintiff is not aware of any stay imposed by 11 U.S. Code § 362 of the Bankruptcy Code which would prevent the entry of a judgment of foreclosure or stay the foreclosure sale.
2. The Plaintiff should have judgment of foreclosure of its Mortgage; and the Property should be ordered sold at public auction after due advertisement.
3. That there is due to the Plaintiff on its Note and Mortgage the sum of $189,099.06, representing the Total Debt due to the Plaintiff as outlined above, together with interest thereon at the rate provided in the Note to the date hereof.
4. That the amount due in the preceding paragraph (the "Total Debt") and later accrued interest and costs shall constitute the total judgment debt due to the Plaintiff and shall bear interest hereafter at the rate of 6.25% per annum, the current interest rate of the Note.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED:

1. The Plaintiff is authorized to sell the subject property.
2. That the Defendant(s) liable for the aforesaid Mortgage debt shall, prior to the date and time of the sale of the Property, hereinafter described, pay to the Plaintiff, or the Plaintiff's attorney, the amount of the Plaintiff's debt as aforesaid, together with the costs and disbursements of this action.

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3. That on default of payment prior to the date and time of the sale, the Subject Property, hereinafter described, shall be sold by the undersigned at public auction, at the Greenville County Courthouse, Greenville County and State aforesaid, on some convenient sales day hereafter, on the following terms, that is to say:

    a. FOR CERTIFIED FUNDS: The undersigned shall require a deposit of 5% on the amount of the bid in certified funds or equivalent (cashier's check or money order), the same to be applied on the purchase price only upon compliance with the bid, but in case of non-compliance within twenty (20) days the same to be forfeited and applied to the costs and then to the Plaintiff's debt.
    b. Interest on the balance of the bid shall be paid to the day of compliance at the rate of 6.25% per annum, which is the Note's current interest rate .
    c. The sale shall be subject to taxes and assessments, existing easements and restrictions of record, and any other senior encumbrances.
    d. The Plaintiff having waived its rights to a deficiency judgment, the sale shall be final.
    e. Upon the purchaser's compliance with the terms of the sale, the Court shall execute a good and sufficient deed of conveyance to the premises, and the purchaser shall thereby be entitled to possession of the Subject Property.

4. If the Plaintiff is the successful bidder at the said sale, for a sum not exceeding the amount of costs, expenses and the indebtedness of the Plaintiff in full, the Plaintiff may pay to the undersigned only the amount of the costs and expenses, crediting the balance of the bid on the Plaintiffs indebtedness.

5. The Plaintiff, or any other party to this action, or any other person may become a purchaser at such sale. If such sale is made to anyone other than the Plaintiff or its assignee, should the successful bidder, or his assignee, fail to comply with the terms thereof within twenty (20) days after the date of sale, then the undersigned may re-advertise the Property for sale on the next, or some other subsequent, sales day, at the risk of the highest bidder, and so on from time to time thereafter until a full compliance shall be secured.

6. In the event an agent of the Plaintiff does not appear at the time of sale, the within property shall be withdrawn from sale and sold at the next available sales date upon the terms and conditions as set forth in the Judgment of Foreclosure and Sale or such terms as may be set forth in a supplemental order.

7. That the undersigned shall apply the proceeds of the sale as follows:

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a. FIRST: To the payment of the amount of the costs and expenses of this action, including any Guardian Ad Litem fee or fees of attorneys appointed under Order of Court; and

b. NEXT: To the payment of the amount to the Plaintiff, or the Plaintiffs Attorney, of the amount of the Plaintiff's debt and interest (including attorney fees) or so much thereof as the purchase money will pay on the same; and

c. NEXT: Any surplus will be held pending further Order of this Court pursuant to Rule 71(c), SCRCP.

8. Each Defendant named herein, and all persons whomsoever claiming under him, them or it, be forever barred and foreclosed of all right, title, interest and equity of redemption in the said mortgaged premises so sold, or any part thereof.

9. The deed of conveyance made pursuant to this judgment and said sale shall contain the names of only the Plaintiff, the first-named Defendant, who was the title holder of the mortgaged property at the time of the filing of the Lis Pendens, and the Grantee; and that the Greenville County Register of Deeds is hereby authorized to omit from the indices pertaining to such conveyance the names of all parties not contained in said deed.

10. In the event the successful bidder to whom the deed of conveyance has been issued subsequent to the sale is other than the Defendants in possession herein, the Sheriff of Greenville County may be ordered and directed to eject and remove from the premises the occupants of the property sold, together with all personal property located thereon, and put the successful bidder to whom the deed of conveyance has been issued or his assigns in full, quiet and peaceable possession of said premises without delay, and to keep said successful bidder or his assigns in such peaceable possession.

11. After the Order on Sale of Real Estate has been issued and filed, the undersigned directs the Register of Deeds to release of record the lien(s) being foreclosed, which lien(s) are described in the Findings of Fact herein above.

12. The following is a description of the Property herein ordered to be sold:

All that certain piece, parcel or lot of land, together with improvements thereon, situate, lying and being in the County of Greenville, State of South Carolina, being shown and designated as Lot 4 on a plat of Windward Hills Subdivision prepared by K T Gould, Inc. dated May 18, 1995, revised October 5, 1995, and recorded in the office of the Register of Deeds for Greenville County in Plat/Record Book 30-R at page 68. Reference to said plat

is made for a more complete and accurate description.

This being the same property conveyed to April Davis and James Andrew Davis by deed of Robert Grant Richardson II and Courtney Danielle Richardson dated April 21, 2023 and recorded April 25, 2023 in the Office of the Register of Deeds for Greenville County in Book 2686 at Page 2715.

Parcel No.	*0633.04-01-004.00*
Property Address:	332 Groce Meadow Road Taylors, SC 29687

AND IT IS SO ORDERED.

JUDGE'S ELECTRONIC SIGNATURE PAGE TO FOLLOW

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FORM 4

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE
IN THE COURT OF COMMON PLEAS

JUDGMENT IN A CIVIL CASE

CASE NO. 2024-CP-23-02729

Freedom Mortgage Corporation

Plaintiff(s)
Submitted By: J. Martin Page, Esq.
339 Heyward St., 2nd Floor
Columbia, SC 29201
File No.: 24-43497

April Davis; James Andrew Davis

Defendant(s)
Attorney for: ☒ Plaintiff ☐ Defendant
or
☐ Self-Represented Litigant

DISPOSITION TYPE (CHECK ONE)

☐ **JURY VERDICT**. This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.

☒ **DECISION BY THE COURT**. This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.

☐ **ACTION DISMISSED** (*CHECK REASON*): ☐ Rule 12(b), SCRCP; ☐ Rule 41(a), SCRCP (Vol. Nonsuit); ☐ Rule 43(k), SCRCP (Settled); ☐ Other: _____

☐ **ACTION STRICKEN** (*CHECK REASON*): ☐ Rule 40(j), SCRCP; ☐ Bankruptcy; ☐ Binding Arbitration, subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other: _____.

☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT** (*CHECK APPLICABLE BOX*): ☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other: _____.
NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINSTRATIVE AGENCY OF THE CIRCUIT COURT RULING ON THIS APPEAL.

IT IS ORDERED AND ADJUDED: ☒ See attached order (formal order to follow); ☐ Statement of Judgment by the Court: _____.

ORDER INFORMATION

This order ☒ ends ☐ does not end the case.
Additional Information for the Clerk: ____Property to be sold at sale.

INFORMATION FOR THE PUBLIC INDEX
Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.

Judgment in Favor of (List name(s) below)	**Judgment Against (List name(s) below)**	**Judgment Amount To be Enrolled (List amount(s) below)**
Freedom Mortgage Corporation	N/A	N/A

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If applicable, describe the property, including tax map information and address, referenced in the order:

All that certain piece, parcel or lot of land, together with improvements thereon, situate, lying and being in the County of Greenville, State of South Carolina, being shown and designated as Lot 4 on a plat of Windward Hills Subdivision prepared by K T Gould, Inc. dated May 18, 1995, revised October 5, 1995, and recorded in the office of the Register of Deeds for Greenville County in Plat/Record Book 30-R at page 68. Reference to said plat is made for a more complete and accurate description.

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Parcel No. 0633.04-01-004.00
Property Address: 332 Groce Meadow Road
Taylors, SC 29687

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest or additional taxable costs not available at the time the form and final order are submitted to the judge may be provided to the clerk.

Note: Title abstractors and researchers should refer to the official court order for judgment details.

E-Filing Note: In E-Filing counties, the Court will electronically sign this form using a separate electronic signature page.

_____ _____ _____
Circuit Court Judge/Special Referee Judge Code Date

For Clerk of Court Office Use Only

This judgment was entered on the ____ day of _____, 20___ and a copy mailed first class or placed in the appropriate attorney's box on this _____ day of _____, 20____ to attorneys of record or to parties (when appearing pro se) as follows:

J. Martin Page, Esq., 339 Heyward Street, 2nd Floor Columbia, SC 29201 Attorney(s) for the Plaintiff	April Davis 332 Groce Meadow Road Taylors, SC 29687 James Andrew Davis 332 Groce Meadow Road Taylors, SC 29687

_____
CLERK OF COURT

Court Reporter: _____

E-Filing Note: In E-Filing counties, the date of Entry of Judgment is the same date as reflected on the Electronic File Stamp and the clerk's entering of the date of judgment above is not required in those counties. The clerk will

mail a copy of the judgment to the parties who are not E-Filers or who are appearing pro se. See Rule 77(d), SCRCP.

ADDITIONAL INFORMATION REGARDING DECISION BY THE COURT AS REFERENCED ON PAGE 1.

This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.

_____

_____

_____

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Greenville Common Pleas

Case Caption:	Cardinal Financial Company , plaintiff, et al vs. April Davis , defendant, et al
Case Number:	2024CP2302729
Type:	Master/Order/Foreclosure & Sale and Form 4

And It Is So Ordered!

s/ Judge Charles B. Simmons, Jr. (3023)